

4-0266
20-21

Winfield Township School District
Winfield Park, NJ 07036
Phone 201-456-7410

PREAMBLE

This Agreement entered into this 12th day of

June, 1973 by and between the Board

of Education of the Township of Winfield, New Jersey, hereinafter called

the "Board", and the Winfield Park Teachers Association, hereinafter

called the "Association".

Two year contract
1973-75
Re-opener for salary
only October 1973

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certified personnel whether under contract, on leave, employed or to be employed by the Board, as full time classroom teachers.
- B. Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to regular classroom teachers, specialists, and special education teachers represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.
- C. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (a) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and for just cause, to suspend, to demote, discharge, or take other disciplinary action against employees; (c) to maintain the efficiency of the school district operations entrusted to them; (d) to determine the methods, means, and personnel by which such operations are to be conducted; and (e) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE II

NEGOTIATION PROCEDURES

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968 in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 15 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

Article III
Grievance Procedure

7. (a) The following procedure shall be used to secure the services of an arbitrator:

(1) Either party may request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

(2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list they may request the American Arbitration Association to submit a second roster of names.

(3) If the parties are unable to determine within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

(b) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties, or any policy of the Board of Education. The recommendations of the arbitrator shall be advisory.

8. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Teachers to Representation

1. Any party in interest may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the Grievance Committee or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgment of the Grievance Committee, a grievance affects a group or class of teachers, the Grievance Committee may submit such grievance in writing to the principal directly.

Article III
Grievance Procedure

2. All teachers including the grievant shall always continue under the direction of the principal and the Board regardless of the pendency of any grievance, until such grievance is properly determined.

ARTICLE IV

TEACHER RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public and be subject to the grievance procedure herein set forth.
- D. No teacher may be prevented from wearing pins or reasonable identification of membership in the Association or its affiliates.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to requests it deems reasonable from time to time various available information concerning the teachers interests.
- B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations or grievance proceedings, he shall suffer no loss in pay.
- C. Representatives of the Association, the Union County Conference of Teachers Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- D. The Association and its representatives shall have the right to request to use the school building during reasonable hours for meetings. The principal shall be requested in advance of the time and place of all such meetings.

If deemed possible and practical, the Association shall have the right to use school facilities and equipment, excluding the Board Secretary's and Principal's office equipment.
- E. The Association shall have the right to purchase expendable office supplies and other materials from the Board's suppliers at the price paid by the Board.
- F. The Association shall have in the school building, the exclusive right to use and maintain the present bulletin board in the faculty lounge. Copies of all materials to be posted on such bulletin board shall be given to the principal. Materials considered inflammatory shall not be posted.
- G. The Association shall have the right to use the school mail facilities and school mail boxes within reason upon the approval of the principal.
- H. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers and to no other organizations.

ARTICLE VI

TEACHING HOURS

- A. All teachers must report by 8:30 a.m. for the morning session and by 12:45 p.m. for the afternoon session.
- Teachers are free to leave the building at 3:15 p.m. or at any time thereafter unless a meeting or conference has been called by the administration.
- Teachers are not to leave the building during the school day (other than lunch hour) unless they notify the office in advance.
- B. All classroom teachers and specialists shall have at least two preparation periods per week. Classroom teachers shall not be required to stay with one of their classes in either Music or Art when a specialist is teaching. This time shall be considered a preparation period, unless the specialist is not available, then the classroom teacher shall be required to conduct the class.

ARTICLE VII

TEACHER EMPLOYMENT

- A. 1. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the 1973-75 school years in accordance with paragraph 2 following.
2. Credit up to the 5 step of any salary level on the Teacher Salary Schedule shall be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of Schedule A.
3. Credit for military experience shall be granted pursuant to law.
- B. Teachers with previous teaching experience in the Winfield School District shall upon returning to the system receive full credit on the salary schedule for all outside teaching experience, military experience, or alternative civilian service required by the Selective Service System.
- C. Teachers shall be notified of their contract and salary status for the ensuing year by April 1st, if possible.
- D. Any non-tenure teacher whose contract shall not be renewed will be notified in writing and shall be afforded an opportunity to discuss the reasons with the principal and, if deemed necessary by either party, with the Board of Education.

ARTICLE IX
TEACHER ASSIGNMENT

- A. 1. All possible attempts shall be made to give written notice of the teachers schedules, class and/or subject assignments, room assignments, and schedule for the forthcoming year not later than May 31.
2. The principal shall assign all newly appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed the teacher. The principal shall give notice of assignments to new teachers as soon as practicable.

ARTICLE X
TRANSFERS AND REASSIGNMENTS

- A. No vacancy shall be filled by means of involuntary transfer or reassignment if there is a volunteer deemed qualified by the principal to fill said position.
- B. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable.
- C. When an involuntary transfer or reassignment is necessary, the principal shall consider all relevant factors, including, among other things, state and/or federal laws, rules, regulations or administrative directives.
- D. A list of open positions in the school district shall be made available to all teachers. Teachers may request the positions, in order of preference, to which they desire to be transferred.

ARTICLE XI
TEACHER FACILITIES

- A. By the beginning of the 1973-75 school years, this school shall have the following facilities:
1. Space in each classroom in which teachers may store instructional materials and supplies
 2. An appropriately furnished room shall be reserved for the usage of teachers as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff

ARTICLE XIV

TEMPORARY LEAVES OF ABSENCE

- A. As of the beginning of the 1973-75 school years, teachers shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year:
1. Three (3) school days of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the teacher's principal or other immediate superior for personal leave shall be made at least three (3) school day(s) before taking such leave (except in the case of emergencies).
 2. Time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system.
 3. Up to five (5) school days in any seven (7) day calendar period computed from but not including day of death at any one time in the event of death or serious illness of a teacher's spouse, child, parent, brother, sister, mother-in-law, father-in-law or any other member of the immediate household. Teachers shall be granted up to one (1) day in the event of death of other relatives as stipulated in current policy.
 4. Time necessary for persons called into temporary active duty of any unit of the U. S. Reserve or the State National Guard, provided such obligation cannot be fulfilled on days when school is not in session.
 5. Other leaves of absence with pay may be granted by the Board.
- B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE XV

EXTENDED LEAVES OF ABSENCE

- A. At the discretion of the principal and Board, leave of absence, without pay of up to two (2) years may be granted to any teacher who joins the Peace Corps, or serves as an exchange teacher or overseas teacher, and is a full time participant in either of such programs, or accepts a Fullbright Scholarship.

Article XV
Extended Leaves of Absence

- B. Military Leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.
- C. A teacher shall notify the principal of her pregnancy as soon as it is medically confirmed. Said teacher may request maternity leave without pay.
- D. All extensions or renewals of leaves of absences shall be applied for in writing.
- E. Other leaves of absences without pay may be granted by the Board for good reason.
- F. All extensions or renewals of leaves shall be applied for in writing as shall the determination.

ARTICLE XVI

SUBSTITUTES

- A. Positions which are vacant because teachers are temporarily absent or on leave shall, to the extent possible, be filled by personnel who have fully met the appropriate certification requirements of the New Jersey State Board of Examiners.

ARTICLE XVII

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

- A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

ARTICLE XVIII

MAINTAINANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. A basic definition of the duties and responsibilities of all teachers pertaining to student discipline shall be reduced to writing by the principal and presented to each teacher at the start of each school year.
- B. When, in the judgment of a teacher, a student requires the attention of the principal, psychologist, physician or other specialist, he shall so inform his principal. The principal shall arrange as soon as possible for a conference among himself, the teacher and the parents to discuss the problem.
If a specialist is called in, said specialist shall be asked to inform the teacher of any conditions or information that he in his professional judgment deems necessary.

ARTICLE XIX

BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

- A. The Board shall allocate such funds as it deems sufficient to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies, and equipment of sufficient quality and quantity to enable teachers to properly fulfill their teaching responsibilities.
- B. All teachers shall be consulted by the principal relative to their views on any text books or instructional material to be purchased.

ARTICLE XX

DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its teachers dues for the Winfield Park Teachers' Association, the Union County Conference of Teachers Association, NJEA, or the National Education Association, as the teachers individually and voluntarily authorize the Board to so deduct. Such deductions shall be made in compliance with Chapter 233 N.J., Public laws of 1969 (NJSA 52:14-15.9c) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Winfield Park Teachers' Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.

ARTICLE XXI

EVALUATIONS

- A. All non-tenure teachers shall be evaluated four (4) times a year, the first and second evaluations shall be no later than December 31, the third and fourth shall be no later than April 30. All tenure teachers shall be evaluated at least two (2) times a year. Said evaluation shall be discussed between the evaluator and the teacher and a copy of the evaluation shall be provided the teacher.
- B.
 - 1. All observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
 - 2. Teachers shall be evaluated by persons certificated by the New Jersey State Board of Examiners to supervise instruction.

Article XXI
Evaluations

- C. 1. A teacher shall be given a copy of the evaluation report prepared by his evaluators after a classroom observation. No teacher shall be required to sign a blank or incomplete form. A teacher is required to sign each evaluation form, however, such signature shall not necessarily indicate agreement.
2. Such reports shall include, when pertinent:
- a. Strengths of the teacher as evidenced during the period since the previous report.
 - b. Weaknesses of the teacher as evidenced during the period since the previous report.
 - c. Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.
- D. No evaluation material shall be placed in a teacher's personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to any evaluation material and his answer shall be attached to the file copy.
- E. The content for a teacher evaluation form shall be a subject for discussion between the Association and the Principal. An agreement between the Association and the Principal as to content in the evaluation form is subject to Board approval.
- Should a standard teacher evaluation form be developed and accepted by all parties, said form, shall not be a part of this agreement and not subject to the grievance procedure.

ARTICLE XXII

PARENT-TEACHER-CONFERENCES

- A. Parent-Teacher Conferences will be held in October and March of each school year to provide each parent with an informal face-to-face meeting to give both the parent and the child's teacher an opportunity for full exploration of the child's progress, his behavior and the reasons behind his success and failures.
- B. The notice to the parent will contain a form that is returnable to the teacher in which the parent will designate whether the parent "will be able" or "will not be able" to attend. The form will also contain a provision whereby the parent may designate a time and date in the event the time and date designated by the teacher is not convenient.

Article XXII
Parent-Teacher Conference

- C. The time allotted to the conferences shall be five (5) afternoons and one (1) evening during the week of each conference.
- D. A teacher shall schedule appointments at the convenience of the parents and himself during the time allotted.
- E. When a teacher does not have an appointment at night, he shall not be required to be present.
- F. This Article shall be a subject for discussion between the Association and the Principal. Should there be a mutually agreed upon change in the Parent Teacher Conferences, and that change is accepted by the Board, it will on date of Board acceptance become effective. In the event the Association and the Principal cannot reach a mutual agreement or the Board does not accept the mutually agreed upon change, then the present language shall remain in force for the duration of the agreement.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- D. Copies of this Agreement shall be printed at the equal expense of both parties within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.
- E. Whenever any notice is required to be given by either of the parties this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association, to Board:

Board President
Winfield Township School
Gulfstream Avenue
Winfield Township, Linden P. O.
New Jersey 07036
2. If by Board, to Association:

Association President
Winfield Township School
Gulfstream Avenue
Winfield Township, Linden P. O.
New Jersey 07036

ARTICLE XXIII

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of September 1, 1973 and shall continue in effect until August 31, 1975, with a re-opener for Salary only in October, 1973.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

<p><i>Winfield Park Teachers Association</i> <u>Association</u></p>	<p><i>Winfield Township Board of Education</i> <u>Board of Education</u></p>
<p><i>Sara M. Fischer</i> <u>(By) Its President</u></p>	<p><i>Pearl Carey</i> <u>(By) Its President</u></p>

MODEL SAMPLE

Grievance # _____ School District _____

Distribution of Form

GRIEVANCE REPORT

Submit to Principal or Immediate Superior
in duplicate

1. Principal
2. Association
3. Teacher

Building _____	Assignment _____	Name of Grievant _____	Date Filed _____
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STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

If additional space is needed in reporting
Sections B1 & B2, attach an additional
sheet.

Signature _____	Date _____
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C. Disposition by Principal _____

Signature of Principal or Immediate Superior _____	Date _____
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D. Position of Grievant and/or Association _____

Signature _____	Date _____
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E. Board Determination (if necessary) _____

Signature Board President _____	Date _____
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WINFIELD TOWNSHIP
TEACHERS' SALARY GUIDE
1973-1974

Employment Years	Group I No Degree Bachelor's Degree	Group I-A Bachelor's Degree Plus 10 Credits	Group I-A Bachelor's Degree Plus 20 Credits	Group II Master's Degree	Group II-A Master's Degree Plus 10 Credits	Group II-B Master's Degree Plus 20 Credits	Group III Ph. D.
1	8,500	8,600	8,750	8,900	9,000	9,100	9,200
2	8,800	8,900	9,050	9,200	9,300	9,400	9,500
3	9,100	9,200	9,350	9,500	9,600	9,700	9,800
4	9,400	9,500	9,650	9,800	9,900	10,000	10,100
5	9,700	9,800	9,950	10,100	10,200	10,300	10,400
6	10,000	10,100	10,250	10,400	10,500	10,600	10,700
7	10,300	10,400	10,550	10,700	10,800	10,900	11,000
8	10,600	10,700	10,850	11,000	11,100	11,200	11,300
9	10,900	11,000	11,150	11,300	11,400	11,500	11,600
10	11,200	11,300	11,450	11,600	11,700	11,800	11,900
11	11,500	11,600	11,750	11,900	12,000	12,100	12,200
12	11,800	11,900	12,050	12,200	12,300	12,400	12,500
13	12,100	12,200	12,350	12,500	12,600	12,700	12,800
14	12,400	12,500	12,650	12,800	12,900	13,000	13,100
15 *	12,900	13,000	13,150	13,300	13,400	13,500	13,600

* Any teacher at maximum who has completed twenty (20) years in teaching, ten (10) years of which have been in Winfield Township school shall receive an additional (\$200) two hundred dollars.

NOTES:

- Group I-A: All 10 credits must be college subject courses approved by the Board of Education. (Upon the recommendation of Administrative Principal).
- Group I-B: All 20 credits must be in college subject courses approved by the Board of Education. (Upon the recommendation of Administrative Principal).
- Group II: All 30 credits must be in college subject courses approved by the Board of Education. (Upon the recommendation of Administrative Principal).
- Group II-A: All 10 credits must be in college subject courses approved by the Board of Education. (Upon the recommendation of Administrative Principal).
- Group II-B: All 20 credits must be in college subject courses approved by the Board of Education. (Upon the recommendation of Administrative Principal).
- Group III: All 30 credits must be in college subject courses approved by the Board of Education. (Upon the recommendation of Administrative Principal).

The above guide does not make increments mandatory. All increments must be earned through effective teaching performance and fulfillment of duties. Administrative Principal will recommend to Board of Education, teachers who will receive regular increments as scheduled above. The Board of Education has the right to withhold increments and adjustments where an unsatisfactory teaching performance has been indicated.